

FILED UNDER SEAL

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

No. CR-09-20025

v.

Judge Avern Cohn

MONICA A. CONYERS,

Sentencing Date: March 10, 2010, 2:00 p.m.

Defendant.

FILED  
FEB 16 2010  
CLERK'S OFFICE  
U.S. DISTRICT COURT  
EASTERN MICHIGAN

**GOVERNMENT'S SENTENCING MEMORANDUM  
AS TO DEFENDANT MONICA CONYERS**

The government submits the following memorandum in connection with the sentencing of defendant Monica A. Conyers on March 10, 2010.

**ARGUMENT**

As the court is aware, it must impose a sentence based on the factors set forth at Title 18, United States Code, Section 3553(a). The government will summarize those statutory factors most applicable to this case.

**A. The Nature and Circumstances of the Offense**

Ms. Conyers admitted in her plea agreement that she and Sam Riddle (identified in the agreement as her “aide”) engaged in a criminal conspiracy to obtain payments from City of Detroit contractors by making them believe her official actions could be bought. According to the plea agreement, the conspiracy consisted of the use of Conyers’s positions on *both* the Detroit City Council (the body which considered the Synagro waste treatment contract) and the board of trustees of the General Retirement System (a pension fund for city workers); the Synagro bribes were just one instance of such misconduct.

Riddle’s criminal trial illustrated how Ms. Conyers and Riddle used her office to pressure persons with business before the city to furnish items of value to Conyers and Riddle. The pattern of abuse of office and self-enrichment highlighted during that trial confirms that Synagro was not an isolated or anomalous incident. Consequently, the court should consider this additional misconduct in fashioning an appropriate sentence for Conyers – either as “relevant conduct” under section 1B1.3 of the sentencing guidelines, or as part of the sentencing factors set forth at section 3553. *See U.S.S.G. § 1B1.3 (defining relevant conduct); and 18 U.S.C. § 3553(a)(1) (requiring the court to consider a*

defendant's "history and characteristics" and the "nature and circumstances of the offense").

Rather than repeat the evidence presented in Riddle's trial, the government will summarize, below, Ms. Conyers's role in the conspiracy.

1. **Payments from Rayford & Lennie Jackson (Synagro)**

In the summer and winter of 2007, Ms. Conyers demanded a number of illegal cash payments from Rayford Jackson ("Rayford") in connection with the Synagro contract, which were given to her by Rayford or his brother, Lennie Jackson ("Lennie"). Lennie testified that in July 2007, Rayford told him to deliver an envelope to Conyers at the City-County Building. When Lennie arrived at the building he received a call from Conyers instructing him to give the envelope to a silvered-hair man (Riddle) in front of the building. As Lennie approached Riddle, he noticed Conyers waiting in a car about 50 feet away. Riddle later told federal agents that the envelope contained cash.

On September 12, 2007, the government began wiretapping Rayford's cell phone. On September 25, 2007, Ms. Conyers was intercepted telling Rayford that she was traveling overseas and "I thought you may have wanted to take care of me before I go to Hong Kong." Rayford apologized, adding, "I gotta talk to you about some stuff too. . . . Because, um, and you're gonna like it. We're gonna be

straight. After this, I mean, we'll really be straight. I want to really sit you down, one-on-one . . . and tell you what I'm doing, so you'll really know. So, I mean, at that point, *you don't have to go to nobody but me.*"

On October 4, 2007, Lennie met with Ms. Conyers in the parking lot of a Mr. Fish restaurant in Detroit, where he delivered cash to her. Before the delivery, Rayford was intercepted describing to an associate the reasons for the payment: "I'm supposed to meet her [Conyers] at six o'clock . . . She was tryin' to kill our deal today. So I had to go meet with her."<sup>1</sup> About an hour later, Rayford was intercepted arranging with Conyers to have her meet Lennie at the Mr. Fish restaurant. Rayford told Conyers, "I wanted to make sure . . . I did what I told you I was gonna do." Conyers responded, "Thank you." Rayford replied, "You're welcome. Thank you. You're my girl. Don't forget that." Conyers said, "I won't."

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<sup>1</sup> Rayford also told James Rosendall about the bribe payment, including the amount Conyers's expected. Rosendall was intercepted asking Jackson about his meeting with Conyers that day. Jackson said, "It went real well. It wasn't as bad as we thought." Rosendall asked, "What's her scoop?" Rayford said, "Seven" (i.e., Conyers wanted \$7,000). After a long pause, Jackson asked, "You hear me?" Rosendall finally answered, "Yeah. I did." Jackson laughed. Rosendall said, "It's up to you. I'm not gettin' involved with that." Jackson then said he was going to meet with Conyers and "do it."

On October 17, 2007, Rayford approached Riddle, who was standing next to a car outside of the Northwest terminal of the Detroit metro airport, and handed him an undetermined amount of cash, which Riddle put in his pocket, then handed to Conyers when she returned from the terminal.

On November 14, 2007, following a face-to-face meeting at Captain D's restaurant in Detroit, Ms. Conyers was intercepted directing Rayford to send Lennie to meet her, explaining, "*he is the only person I can trust.*"

On November 20, 2007, Ms. Conyers voted in favor of the Synagro contract. Shortly after the vote, Conyers was intercepted asking Rayford, "Are you okay?" Rayford replied, "Yes . . . thank you so much," then told her to call Lennie at 3:00 p.m. At about 3:15 p.m., Conyers met with Lennie in the parking lot of the Butzel Family Center in Detroit and received an envelope containing \$3,000 in cash.

Lennie testified that on December 4, 2007, he met Ms. Conyers and Riddle in the parking lot of a McDonald's restaurant in Detroit, at which time he delivered \$3,000 in cash in connection with Conyers's vote in favor of the Synagro contract. In arranging the drop off, Conyers was intercepted asking Rayford, "*When do I come for the other part?*" Rayford said it would be next week.

2. **Payments from Mel Washington (Phoenix Group)**

Riddle's trial also included evidence that in 2007, Ms. Conyers took thousands of dollars of cash and a consulting contract from Melvin Washington, the owner of The Phoenix Group, a real estate developer who sought \$15 million financing from the City of Detroit's General Retirement System on which Ms. Conyers sat as an *ex officio* member of the board of trustees.<sup>2</sup>

On June 19, 2007, the night before Washington's first presentation to the pension board, Ms. Conyers was intercepted telling Riddle, "the crazy boy coming tomorrow . . . Mel Washington. . . . I gotta be there for my people. If I don't be there for nobody else, I gotta be there for my people. Or they'll just flip them off." Riddle agreed, "That's the truth."

Washington testified that in the summer of 2007, he met Ms. Conyers and Riddle at a restaurant, at which time they urged him to hire Riddle as a consultant in connection with Washington's request for financing from the pension board. According to Washington, in the fall of 2007, Conyers and Riddle came to his job site, handed him a consulting agreement and told him they wanted him to sign it.

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<sup>2</sup> Washington testified that, at Ms. Conyers's request, he gave her \$2,500 cash for her son's tuition payment, \$1,000 to \$1,200 cash on four or five occasions, and that she once reached into his pants pocket and took several hundred dollars from him. Conservatively, Conyers took about \$6,500 cash from Washington.

Washington did not want to hire Riddle and, in fact, already had retained someone else to assist him before the pension board. Nevertheless, he agreed to Conyers's request to hire Riddle because he was afraid he would not get financing from the pension board otherwise.

Interceptions reveal that Conyers was the driving force behind the consulting agreement and that Riddle did not know Washington or his company:

- On August 8, 2007, Conyers told Riddle, “I do need that thing from you today, Sam.” Riddle asked, “What thing?” Conyers said, “That contract.” Riddle replied, “Well, I don’t even know the name of his company or nothing.” Conyers said, “Phoenix Group.” Riddle responded, “Yeah. I’ll do it just like I did the other one, except that here, well, we’ll talk about it in person – two percent, right?” Conyers responded, “Right.”<sup>3</sup>
- Later that day, Riddle again asked Conyers, “What’s the name of the company I’m supposed to put in the contract?” Conyers answered, “The Phoenix Group.”
- The next day, Riddle said, “I got the contract done, too, for Mel Washington and The Phoenix Group. So, whenever you’re ready.” Conyers replied, “I’ll get that from you today.”
- On December 24, 2007, Conyers and Riddle discussed Riddle’s consulting agreement with Washington. Conyers told Riddle, “I gotta find that thing [the contract] so that I can give it to you, so you can go to and see Mr. Washington.” Riddle replied, “You got it. I got a

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<sup>3</sup> Riddle was proposing to structure the agreement so Washington would pay Riddle 2% of any financing obtained from the pension fund, equaling \$300,000 if Washington obtained \$15 million. Washington said he changed the percentage payment to a lump sum payment of \$30,000.

copy of it on me.” Conyers said, “I don’t know what I did with it though.” Riddle said, “You signed it, he signed it, and I signed it. You gotta have signed copies. You said it was in your truck somewhere.” Conyers said, “It’s gotta be in John’s. We were in John’s car. So it has to be in John’s car. Riddle said, “Well, you had it. I didn’t have it. We both had signed it. That’s all I know.” Conyers agreed, “Yeah, we gotta find it.”

### **3. Payments from Reggie Barnett (Wireless Resources)**

Wireless Resources, Inc., a computer business in Madison Heights with \$1 million in assets and revenues, hoped to obtain \$15 million in financing from the General Retirement System. In the spring of 2007, Reggie Barnett, one of the company’s principals, entered into a consulting agreement with Riddle in which Wireless Resources would pay Riddle \$25,000 in a series of five installments plus three percent of the company if the company obtained the desired financing. Nearly every time Barnett paid Riddle a \$5,000 installment, the pension board took some action in connection with Wireless Resource’s financing request. Riddle’s deposits of the payments typically were followed by a sizeable cash withdrawal and a telephone call to Conyers. Under the circumstances, it is reasonable to infer that Riddle shared the proceeds with Conyers.

On July 16, 2007, for example, Riddle deposited a \$5,000 check from one of Barnett’s companies. The next day, Riddle and Conyers discussed the check. Riddle said, “The bank says the thing will post overnight and be available first

thing in the morning. Even though, it was just deposited yesterday afternoon.” Conyers responded, “That’s fine.” On July 18, 2007, Riddle withdrew \$2,000 in cash from his bank account. That same day, Riddle was intercepted telling Rayford Jackson, “let me just say this: she [Conyers] should be very happy I came to work today. I’ll just leave it at that. . . . She will not be in a bad mood.”

#### 4. Payments from Jim Papas

Detroit restaurant owner and businessman Dimitrios (Jim) Papas testified during Riddle’s trial that he gave Ms. Conyers and Riddle various items of value. Papas testified that in April 2006, Conyers asked him to hire Riddle as a consultant even though Papas told Conyers he did not need a consultant. Papas relented, in part, because he did not want an enemy on City Council, signing a \$10,000 consulting agreement with Riddle for the period April to December 2006. Riddle deposited Papas’s \$10,000 check and withdrew \$5,000 cash the next day.

On June 27, 2007, Ms. Conyers left a voice mail for Papas advising him, “I’m going to send Sam over to speak with you.” Papas testified that Conyers asked him to pay Riddle another \$10,000, explaining, “I helped you [procure a letter from her husband to the EPA Regional Administrator in support of a hazardous waste well in Romulus], so you need to help me.” Papas testified that he again relented, telling Conyers, “Okay, I’ll give you the damn money.” On

July 18, 2007, Conyers called Riddle while she sat with Papas and directed Riddle, “On Wednesday, go pick up a check from, from J.P. [Jim Papas], okay?” The next Wednesday (July 25, 2007), Papas paid Riddle another \$10,000 even though Riddle had done nothing for Papas and there was no expectation that Riddle would do anything in the future. Later that day, Conyers and Riddle discussed Papas’s check. Conyers said, “We’ve got a different agreement this time . . . me and you.” Riddle responded that “the other thing, that’s not in accord with the agreement I have with him [Papas] on paper . . . , with Meridian Management.” Riddle continued, “it should be almost twice what happened today,” then he suggested that they would talk about it in person.

On July 26, 2007, Riddle and Conyers again discussed Papas’s check. Riddle said, “it’s held for a day and then it should clear without any problems. Conyers asked if it was “the same as last time?” Riddle answered, “something like that, yeah. But, it’s still more owed. All he’s doing now is catching up with last fall.” Conyers said, “what you got is 6 / 4” (i.e., a 60 / 40 split). Riddle said that they would talk about it in person. Later that day, Riddle and Conyers continued their discussion about Papas’s check. Riddle suggested to Conyers that “if you speak to the guy I was with yesterday [Papas], you might tell him, according to the contract, that was the fall payment for what was owed for the spring this year too –

more was owed for the spring and shit too. But, *you* have to, I think, say that.”

Conyers said, “I will.” Riddle then said, “I’ll give you a copy of the agreement too.”

On July 27, 2007, Riddle withdrew \$3,000 from his bank account, followed by a \$1,500 withdrawal on July 31, 2007. The next day, Riddle was intercepted telling Mary Waters, “I gotta go by the bank, take care of my favorite Council person.” Later that day, Ms. Conyers called Riddle and asked, “What is this you gave me?” Riddle said, “15-0-1 [\$1,501] . . . What is the problem? I know, I know, I know more is due.” Later, they realized they had a misunderstanding: Riddle thought Conyers wanted \$1,500, but she really meant she needed fifteen minutes. Conyers said, “15 minutes. Said I’ll be there in 15 minutes.” Riddle laughed, “Oh! I completely misunderstood that.” The next day, Conyers left Riddle a voice mail, saying, “Need you to finish taking care of me, so that I could, uh, um, do what I need to do, and I really need that to happen today.”

According to Papas, in about the fall of 2007, Ms. Conyers came into his restaurant and told him to hire Riddle again. On November 26, 2007, Conyers called Riddle and asked him if he had seen Papas that day or recently regarding the contract. Riddle said he had not seen Papas, adding, “If he had, my account would certainly have reflected it.” Riddle then said, “Remember the last time I saw him,

Miss ‘Sixty-Forty’” (a reference to their previous arrangement to split the proceeds 60% to Conyers and 40% to Riddle). On November 27, 2007, Conyers called Riddle to find out when she would get paid by him, warning Riddle, “*You’d better get my loot, that’s all I know.*” Riddle asked, “From who?” Conyers replied, “The loot you already got [unintelligible], already got, and you supposed to pay me.” Riddle responded, “I know you ain’t talking about over there ‘cause I only saw him [Papas] one time in the whole year, and that was July 25.”

**5. Payments from Chris Jackson (Deja Vu Strip Club)**

In the fall of 2006, a company called Deja Vu Consulting, Inc., which provided services to 75 strip clubs throughout the United States, was attempting to get the City Council to approve the transfer of a liquor and topless dancing license from another company so Deja Vu could operate a Hustler/Deja Vu strip club in downtown Detroit. Deja Vu needed Ms. Conyers’s vote for the transfer to occur.

Chris Jackson, a consultant for Deja Vu, testified at Riddle’s trial that in October 2006, Ms. Conyers told him to meet with Riddle to discuss the transfer. Shortly thereafter, Riddle met with Jackson in Conyers’s internal office and said that he could help Jackson, but they would need to discuss it outside the office. During a later meeting at the Clique restaurant in Detroit, Riddle suggested that if Deja Vu wanted to get their approval, they should hire Riddle’s consulting

company for \$25,000. Riddle told Jackson that even after the transfer of the license, Deja Vu would need help on City Council to protect the club against police inspections and other regulatory matters.

In early November 2006, Riddle met with representatives of Deja Vu at Andiamo's restaurant in Dearborn, at which time Riddle reiterated that the company needed to pay Riddle \$25,000 if they wanted Conyers's vote, saying that is what you have to do to get things done. The Deja Vu representatives refused.

On November 15, 2006, Conyers voted against the transfer of the licenses. That evening, Riddle contacted Chris Jackson and said that Jackson needed to hire Riddle's consulting company and then Conyers would reconsider her vote. On November 17, 2006, Chris Jackson gave Riddle a \$10,000 check (earmarked for the motion for reconsideration) and a \$15,000 check (as a success fee). That same day, Conyers made a formal request to reconsider her vote. The next day, during a City Council session, Conyers said she wanted to reconsider her vote, but, after intense political opposition from local ministers, she delayed reconsideration until after the Council's winter recess.

In November 2006, Riddle unsuccessfully attempted to cash the \$15,000 "success fee" check, which previously had been voided by Chris Jackson because

of Conyers's delay in reconsidering her vote. In January 2007, Conyers canceled her request for reconsideration of her previous "no" vote.

**B. History and Characteristics of the Defendant**

In addition to the history and characteristics of Ms. Conyers, described above, it should be noted that Ms. Conyers had no criminal record before she pled guilty in this case. After being confronted by law enforcement, she accepted responsibility for her role in the misconduct and resigned her position on the City Council at the height of her power, thus sparing the City and its citizens the uncertainty and adversity of a protracted legal battle.

**C. Seriousness of the Offense, Promoting Respect for the Law, Providing Just Punishment, and Affording Adequate Deterrence**

Ms. Conyers's offense was serious. The bribes she extracted from Rayford Jackson were not an isolated or aberrant situation. Instead, she exhibited a troubling pattern of using her position on City Council and the General Retirement System Board to pressure persons with business before these entities to furnish money, consulting contracts and other items of value to her and Riddle. The citizens of Detroit elected Ms. Conyers to an important public office, conferring on her the authority to make decisions impacting the health, safety and welfare of the community. In return, they expected her to exercise that power solely for their

benefit, without consideration of personal gain. Her abuse of her office for self-enrichment was a betrayal of her fiduciary duty to the citizens and pensioners of the City who entrusted their taxpayer dollars and retirement moneys to her. Given the important position of public trust she violated, a substantial sentence is warranted.

**D. Avoiding Unwarranted Sentence Disparities Among Similarly Situated Defendants**

A substantial sentence would not create disparities among defendants with similar records who have been found guilty of similar crimes. In determining an appropriate sentence, there are two classes of defendants to evaluate: her co-defendants (Rayford Jackson and James Rosendall), and similarly situated defendants in other cases. Each class will be described, below.

**1. Codefendants**

Rayford Jackson was sentenced to five years, the maximum amount under the statute charged. Like Conyers, Jackson admitted to a bribery conspiracy in connection with Synagro, sparing the court and the parties the time and expense of a trial. Unlike Conyers, however, who has remained largely silent since her guilty plea, Jackson showed no contrition or remorse for his participation in the bribery scheme. To the contrary, Jackson publicized his refusal to cooperate in the

government's investigation as though it was some sort of badge of honor. On the other hand, Conyers's participation in the criminal scheme is more troubling than Jackson's given the position of public trust she abused. Further, the interceptions show that Conyers was not a passive recipient of money pushed on her by Jackson. To the contrary, she demanded money from Jackson, allowing him to believe that she would vote against the Synagro contract if he did not pay her.

Rosendall was sentenced to 11 months in prison, the maximum amount under his plea agreement. As the court is aware, the government recommended a substantial reduction in Rosendall's potential sentence for a number of reasons. Rosendall accepted responsibility when confronted by law enforcement agents, then engaged in extraordinary cooperation, including making a number of undercover recordings of persons who participated in criminal behavior. Moreover, Rosendall's culpability is much less than Conyers's for the bribes she demanded from Jackson. Rosendall did not instigate these bribes. Instead, Jackson advised Rosendall that he had paid (or intended to pay) Conyers following the councilwoman's demands for money. In almost every instance, Rosendall did not learn about the bribes until *after* Jackson had paid Conyers.

## 2. Similarly Situated Public Officials

One cannot evaluate Ms. Conyers's potential sentence solely on the sentences of her codefendants because they are not similarly situated with her. After all, she was the public official and she was the one demanding the money. The court therefore may also wish to look at other similarly situated public officials who, like Conyers, illegally traded their public office for financial gain. Unfortunately, the pool of similar cases in this judicial district is not sufficiently large, so there is not a discernable pattern of sentences which can be used as a reliable guide. Instead, either party could highlight a particular sentence, whether substantial or lenient, to support its position.

## E. Kinds of Sentences Contemplated by the Sentencing Guidelines

The court also must consider the sentencing guidelines, which derive their recommended penalty ranges from sentencing statistics throughout the United States. The guidelines also present difficulties in this particular case, however, because the recommended range of imprisonment is based on the potential profit related to the Synagro contract.<sup>4</sup> Because that potential profit was so large, the

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<sup>4</sup> The guidelines suggest that Ms. Conyers's offense level should be increased by 18 levels to reflect the value of the benefit received under U.S.S.G. § 2B1.1(b)(1)(C). The offense level is governed by the profits related to the Synagro contract rather than the value of the bribes to Conyers. Section 2C1.1 requires the court to calculate the offense level not simply on the bribe amount, but on *the higher*

resulting recommended range of imprisonment of 14 to 18 years – just for the Synagro contract – overstates Conyers's individual culpability.

The government submits therefore that a careful analysis of the statutory sentencing factors set forth in section 3553(a)(1) – that is, the nature and circumstances of the offense and the history and characteristics of the defendant, on the particular facts of this case – allows for a lower sentence than

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of the benefit of the bribe to the payer *or* to the public official:

If the value of the payment, [or] the benefit received or to be received in return for the payment . . . *whichever is greatest*, exceeded \$5000, increase by the number of levels from the table in §2B1.1 . . . corresponding to that amount.

U.S.S.G. § 2C1.1(b)(2) (emphasis added). The Application Notes give examples which show that the profit anticipated by the bribe payer is the appropriate focus:

The value of "the benefit received or to be received" means the net value of such benefit. Examples: (1) A government employee, in return for a \$500 bribe, reduces the price of a piece of surplus property offered for sale by the government from \$10,000 to \$2,000; *the value of the benefit received is \$8,000*. (2) A \$150,000 contract on which \$20,000 profit was made was awarded in return for a bribe; *the value of the benefit received is \$20,000*

U.S.S.G. § 2C1.1, Application Note 3 (emphasized). The Application Notes further explain that "for deterrence purposes, *the punishment should be commensurate with the gain to the payer or the recipient of the bribe, whichever is higher*." U.S.S.G. § 2C1.1, Applic. Notes (Background Section) (emphasis added).

recommended by the guidelines. This was a major factor in the government's decision to offer Ms. Conyers a plea agreement that limited her potential prison sentence to five years.<sup>5</sup>

Ms. Conyers proposes to reduce the severity of her sentence by focusing on the amount of money she solicited from the bribe payors, rather than the value of the city business she facilitated in exchange for those bribes. As stated above, this approach is not supported by the guidelines. In any event, it would not substantially reduce her sentence because the guidelines would take into account not just the Synagro bribes, but all the payments Conyers and Riddle extracted from business persons during their scheme, as reflected in the table, below.<sup>6</sup>

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<sup>5</sup> The government also was motivated by a desire to obtain a timely resolution of the case in order to avoid what likely would have been a protracted, highly-publicized legal battle which would have distracted from efforts to improve the condition of government in Detroit.

<sup>6</sup> Bribes paid as part of the relevant conduct are included in calculating the value of the bribes. *See United States v. Williams*, 216 F.3d 1099, 1104 (D.C. Cir. 2000) ("When calculating the number and amount of bribes involved, the sentencing court may consider all relevant conduct attributable to the defendant."); *United States v. Tejada-Beltran*, 50 F.3d 105, 110 (1st Cir. 1995) ("sentencing court, in fashioning the three-level enhancement under section 2C1.1(b)(2)(A), could appropriately aggregate all bribes offered or given by appellant as part of the same course of conduct as the offense of conviction, whether or not charged in the indictment and whether or not encompassed by his guilty plea").

DATE	PAYOR	SUBJECT MATTER ( <i>delivery location</i> )	PAYMENT
July 2007	Lennie Jackson	Synagro ( <i>City-County Building</i> )	undetermined
October 4, 2007	Lennie Jackson	Synagro ( <i>Mr. Fish</i> )	\$7,000
October 17, 2007	Rayford Jackson	Synagro ( <i>airport</i> )	undetermined
November 20, 2007	Lennie Jackson	Synagro ( <i>Butzel Family Center</i> )	\$3,000
December 4, 2007	Lennie Jackson	Synagro ( <i>McDonalds</i> )	\$3,000
2007	Mel Washington	Phoenix Group ( <i>multiple locations</i> )	\$6,500
2007	Reggie Barnett	Wireless Resources ( <i>multiple locations</i> )	\$20,000
April 25, 2006 July 25, 2007	Jim Papas	Helicon Holdings ( <i>multiple locations</i> )	\$20,000
November 17, 2006	Chris Jackson	Deja Vu Strip Club	\$10,000
<b>TOTAL MONEY</b>			<b>\$69,500</b>

If Ms. Conyers were held accountable for the \$69,500 in payments she and Riddle obtained from persons seeking business from the city and the pension fund, her base offense level would increase six levels, resulting in a guideline range of

imprisonment of 46 to 57 months. *See* U.S.S.G. §§ 2B1.1(b)(1)(D) (loss of \$30,000 to \$70,000), 2C1.1 and Sentencing Table.<sup>7</sup>

### CONCLUSION

Based on the foregoing, the government recommends that defendant Monica Conyers be given a substantial sentence consistent with her conduct, her plea agreement, and the statutory sentencing factors.

Respectfully submitted,

BARBARA L. McQUADE  
United States Attorney

  
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MARK CHUTKOW

Assistant United States Attorney

  
\_\_\_\_\_  
R. MICHAEL BULLOTTA

Assistant United States Attorney

Dated: February 16, 2010

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<sup>7</sup> Because Ms. Conyers was a public official, her base offense level is 14 under section 2C1.1(a)(1). Her offense level is increased by two levels under section 2C1.1(b)(1) because her offense involved more than one bribe or extortion. As an elected official, her offense is increased another four levels under section 2C1.1(b)(3).

**CERTIFICATE OF SERVICE**

I hereby certify that on February 16, 2010, a copy of the foregoing document, together with a copy of the Order and Motion to Seal, were served on defense counsel by First Class Mail, addressed to:

Steven F. Fishman - P23049

615 Griswold St Ste 1125

Detroit, MI 48226

*Attorney for Monica Conyers*

Dated: February 16, 2010

*Ana G. Bruni*  
\_\_\_\_\_  
ANA G. BRUNI,  
Senior Legal Assistant  
U.S. Attorney's Office